Company Tracking Number: IPD HL-20329

TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium

Product Name: Group Variable Annuity Contract

Project Name/Number: Defined Benefit Contract/HL-20329

# Filing at a Glance

Company: Hartford Life Insurance Company

Product Name: Group Variable Annuity SERFF Tr Num: HARL-126065233 State: Arkansas

Contract

Filing Type: Form

TOI: A03G Group Annuities - Deferred Variable SERFF Status: Closed-Approved- State Tr Num: 41788

Closed

Sub-TOI: A03G.002 Flexible Premium Co Tr Num: IPD HL-20329 State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Jane Chapman, Anthony Disposition Date: 06/08/2009

DePaolis, Lindsay Cooper, Ginger Morgan, Joyce Schiaffo, Tiffany

Heist

Date Submitted: 03/09/2009 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## **General Information**

Project Name: Defined Benefit Contract

Status of Filing in Domicile: Pending

Project Number: HL-20329 Date Approved in Domicile: Requested Filing Mode: Review & Approval Domicile Status Comments:

Explanation for Combination/Other:

Submission Type: New Submission

Market Type: Group

Group Market Size: Small

Overall Rate Impact: Group Market Type: Employer

Filing Status Changed: 06/08/2009 Explanation for Other Group Market Type:

State Status Changed: 06/08/2009

Created By: Ginger Morgan

Corresponding Filing Tracking Number:

Filing Description: March 9, 2009

Submitted By: Ginger Morgan

Deemer Date:

RE: Hartford Life Insurance Company NAIC No. 88072-091, FEIN No. 06-0974148

Group Variable Annuity Contract HL-20329

Company Tracking Number: IPD HL-20329

TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium

Product Name: Group Variable Annuity Contract

Project Name/Number: Defined Benefit Contract/HL-20329

Attached for your review and approval on a general-use basis are the above-captioned forms. HL-20329 is an unallocated group variable annuity contract that will be used to fund qualified defined benefit retirement plans under Section 401(a) of the Internal Revenue Code of 1986, as amended. Form HL-20329 is new and does not replace any existing forms.

HL-20322(AR) is the master application which will be used with this group variable annuity contract. This master application was previously approved on October 29, 2009 under department file number HARL-125874672.

This group variable annuity contract has been completed in "John Doe" fashion. All variable items and provisions have been bracketed. In general, the bracketed material is subject to inclusion, omission or change in order to meet the requirements of a specific group variable annuity contract owner's program. The bracketed material may also reflect variations in Hartford Life Insurance Company's administrative practices or underwriting rules. No change to bracketed material, unless specifically provided for in the terms of the group variable annuity contract and corresponding Description of Variable Material, shall be less beneficial to the group variable annuity contract owner.

Please feel free to contact me or Joyce Schiaffo at (860) 843-7708, if you should have any questions. Thank you for taking the time to review this submission.

Sincerely,

Anthony DePaolis
Senior Specialist, Contracts Compliance
Life Investment Products Compliance
Contract Drafting/Filing

Phone: (860) 843-4003 Fax: (860) 843-8014

E-Mail: Anthony.depaolis1@hartfordlife.com

# **Company and Contact**

#### **Filing Contact Information**

Anthony DePaolis, Compliance/Contract Anthony.DePaolis1@hartfordlife.com

Consultant

200 Hopmeadow Street 860-843-4003 [Phone] Simsbury, CT 06089 860-843-8014 [FAX]

Company Tracking Number: IPD HL-20329

TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium

Product Name: Group Variable Annuity Contract

Project Name/Number: Defined Benefit Contract/HL-20329

**Filing Company Information** 

Hartford Life Insurance Company CoCode: 88072 State of Domicile: Connecticut

200 Hopmeadow Street Group Code: 91 Company Type: Life Simsbury, CT 06089 Group Name: State ID Number:

(860) 547-5000 ext. [Phone] FEIN Number: 06-0974148

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# **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: \$50.00 per submission.

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Hartford Life Insurance Company \$50.00 03/09/2009 26235364

Company Tracking Number: IPD HL-20329

TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium

Product Name: Group Variable Annuity Contract

Project Name/Number: Defined Benefit Contract/HL-20329

# **Correspondence Summary**

## **Dispositions**

StatusCreated ByCreated OnDate SubmittedApproved-Linda Bird06/08/200906/08/2009

Closed

Objection Letters and Response Letters

**Objection Letters Response Letters Status Date Submitted Created By** Created On Date Submitted **Responded By Created On** Pending Linda Bird 03/16/2009 03/16/2009 Ginger Morgan 06/08/2009 06/08/2009 Industry Response

Company Tracking Number: IPD HL-20329

TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium

Product Name: Group Variable Annuity Contract

Project Name/Number: Defined Benefit Contract/HL-20329

# **Disposition**

Disposition Date: 06/08/2009

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: IPD HL-20329

**Form** 

TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium

**Group Variable Annuity Contract** 

Product Name: Group Variable Annuity Contract

Project Name/Number: Defined Benefit Contract/HL-20329

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document (revised)	Life & Annuity - Acturial Memo	1	No
Supporting Document	Certification for Regulation 19 and	•	Yes
	Regulation 6		
Supporting Document	Flesch Certification	1	No
Supporting Document	Application	•	Yes
Supporting Document	Variable Material	•	Yes
Supporting Document	Life & Annuity - Acturial Memo	1	No

Yes

Company Tracking Number: IPD HL-20329

TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium

Product Name: Group Variable Annuity Contract

Project Name/Number: Defined Benefit Contract/HL-20329

# **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 03/16/2009 Submitted Date 03/16/2009

Respond By Date

Dear Anthony DePaolis,

This will acknowledge receipt of the captioned filing.

## Objection 1

- Flesch Certification (Supporting Document)

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 6-87 and Bulletin 11-88 further address this issue. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138 as provided by these bulletins.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Actuarial Memorandum is required.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Company Tracking Number: IPD HL-20329

TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium

Product Name: Group Variable Annuity Contract

Project Name/Number: Defined Benefit Contract/HL-20329

## **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 06/08/2009 Submitted Date 06/08/2009

Dear Linda Bird,

#### Comments:

Dear Ms. Bird

We are in receipt of your objection letter dated 3/16/2009. Please accept our sincere apology for the delay in responding. We have responded to each item in the same order that they appear in your letter.

## Response 1

Comments: Flesch Certification: As per our telephone conversation; we had clarified and agreed that this product is a "group" annuity contract and therefore exempt the readability requirements.

Certification of Compliance with Regulation 19s10B and the applicable requirements of the department: We have attached the appropriate certification signed by an actuary of the company.

Certification of Compliance with Regulation 6: We have attached the appropriate certification signed by an actuary of the company.

Also, we have attached an Actuarial Memorandum.

#### **Related Objection 1**

#### Applies To:

- Flesch Certification (Supporting Document)

#### Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 6-87 and Bulletin 11-88 further address this issue. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138 as provided by these bulletins.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed

Company Tracking Number: IPD HL-20329

TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium

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Project Name/Number: Defined Benefit Contract/HL-20329

and that the company is in compliance.

Actuarial Memorandum is required.

#### **Changed Items:**

## **Supporting Document Schedule Item Changes**

Satisfied -Name: Life & Annuity - Acturial Memo

Comment: AR Actuarial Memorandum

Satisfied -Name: Certification for Regulation 19 and Regulation 6

Comment: Attached is the Certification of Compliance for Regulation 19s10B and Regulation 6

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Once again, thank you for patience and please do not hesitate to contact us if you should require anything else.

Sincerely,

Anthony DePaolis
Annuity State Filing
Hartford Life Insurance Company

Sincerely,

Anthony DePaolis, Ginger Morgan, Jane Chapman, Joyce Schiaffo, Lindsay Cooper, Tiffany Heist

Company Tracking Number: IPD HL-20329

TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium

Product Name: Group Variable Annuity Contract

Project Name/Number: Defined Benefit Contract/HL-20329

## Form Schedule

Lead Form Number: HL-20329

Schedule	Form	Form Type Form Name	Action	Action Specific	Readability	Attachment
Item	Number			Data		
Status						
	HL-20329	Policy/Cont Group Variable ract/Fratern Annuity Contract al Certificate	Initial		0.000	HL-20329 Group Annuity for DB Plans
		Cortinodio				Final .pdf

## GROUP VARIABLE ANNUITY CONTRACT

# 1 Griffin Road, North WINDSOR, CONNECTICUT 06095-1512

This Group Variable Annuity Contract (the "Contract") is issued in consideration of your application and the payment of Contributions in accordance with the terms and conditions of this Contract.

This Contract is subject to the laws of the jurisdiction where it is delivered as shown in the Contract Specifications.

Your application, the Contract Specifications and the conditions and provisions on this and the following pages are part of the Contract.

Signed for the Company

#1[

Donald C. Hunt, Secretary

John C. Walters, President

## **Group Variable Annuity Contract**

## **Nonparticipating**

ALL PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT WHEN BASED ON INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT.#2 [THIS CONTRACT CONTAINS A MARKET VALUE ADJUSTMENT FORMULA. APPLICATION OF THE FORMULA MAY RESULT IN A DOWNWARD ADJUSTMENT IN CASH SURRENDER BENEFITS.]



HL-20329 [1]#14

#### **CONTRACT SPECIFICATIONS**

#3

[CONTRACT OWNER:ABC EntityCONTRACT EFFECTIVE DATE:Month, Day, YearCONTRACT JURISDICTION:Any State

**CONTRACT NUMBER:** 

#4

The Contract Owner has chosen [Method One] for the deduction of the Program and Administrative Charge specified below and for the determination of the Net Investment Factor.]

**General Account:** We credit your new Contributions with interest at a rate we declare for the calendar quarter in which they are received (the "**Declared Interest Rate**"). We will determine the Declared Interest Rate for any quarter at our discretion. We guarantee the Declared Interest Rate applicable to any quarter to the end of the applicable calendar year. We will declare any change in the Declared Interest Rate before the start of the quarter.

For each subsequent calendar year, we will credit your existing General Account value with interest at a rate guaranteed for the entire year which will never be less than #5 [3%] (the "Minimum Guaranteed Interest Rate"). We will determine the Minimum Guaranteed Interest Rate for a calendar year at the end of the preceding calendar year. We may, from time to time, credit interest rates in excess of the Minimum Guaranteed Interest Rate.

The Declared Interest Rate will not be less than the Minimum Guaranteed Interest Rate. We will determine the Minimum Guaranteed Interest Rate such that the Net Surrender Value shall meet or exceed the nonforfeiture amount pursuant to your state's standard nonforfeiture law. In addition, we will determine the Minimum Guaranteed Interest Rate such that it shall meet or exceed the minimum nonforfeiture rate required by your state's standard nonforfeiture law.

## Separate Account: [Hartford Life Insurance Company Separate Account(s) TK]#6

The Sub-Account(s) within the Separate Accounts(s) available under this Contract are described in Schedule "A". When Sub-Accounts are added, replaced or deleted, we will revise Schedule "A" to reflect such change, and provide you with a revised copy of Schedule "A".

#7 [Installation Fee: \$[0 to \$5,000] once, per Plan upon Contract installation.]

#7[Annual Maintenance Fee(s): Plan Fee: \$[0 to \$5,000]#7 per Plan each calendar year.

This is an annual fee that we deduct on a quarterly basis pro rata from the Sub-Accounts and General Account value of the Contract. During the first Contract Year, the Annual Maintenance Fee will be determined by dividing the total annual charge by the number of quarters remaining in the Contract Year. Any partial quarter shall count as a full quarter.]

HL-20329 [2]#14

## **Program and Administrative Charge:**

**During the Accumulation Period:** #8 [1.25% per annum of the daily Sub-Account value

**During the Annuity Period:** 1.25% per annum of the daily Sub-Account value]

You chose the method used to deduct the Program and Administrative Charge from the Sub-Accounts when you purchased your Contract. There are two methods to choose from:

**Method One:** We deduct the Program and Administrative Charge each Valuation Day as a percentage of the net asset value of each Fund when we determine Accumulation Unit values.

**Method Two:** We deduct the Program and Administrative Charge each calendar quarter. We assess the Program and Administrative Charge as a percentage of the average daily assets of the Sub-Accounts during the quarter. We deduct the Charge by redeeming Accumulation Units in proportion to the amount of the Charge.

We may decrease the Program and Administrative Charge, and we may increase the Program and Administrative Charge upon [90] **#9** days advance notice to you. We will not increase the Program and Administrative Charge without affording you the opportunity to discontinue the Contract without any applicable Contingent Deferred Sales Charge. The Program and Administrative Charge will never exceed 2.00% per year.

#10[Contingent Deferred Sales Charge: We may assess a "Contingent Deferred Sales Charge" when you request a full or partial Surrender before the [seventh] #10Contract Year. The Contingent Deferred Sales Charge is a percentage of the amount you Surrender based on the number of Contract Years completed as set forth below:

<b>Contract Years</b>	<u>Charge</u>
During the 1 <sup>st</sup> year	5%
During the 2 <sup>nd</sup> year	5%
During the 3 <sup>rd</sup> year	4%
During the 4 <sup>th</sup> year	3%
During the 5 <sup>th</sup> year	2%
During the 6 <sup>th</sup> year	1%
During the 7 <sup>th</sup> year and after	0%

No Contingent Deferred Sales Charge will be deducted from a Surrender that is certified by the Employer or its authorized designee in a form satisfactory to us to be for a Benefit Payment or for Plan Related Expenses.

#11[Notwithstanding anything to the contrary herein, the Contingent Deferred Sales Charge and all provisions relating to the Contingent Deferred Sales Charge shall not be applicable to this Contract.]

HL-20329 [3]#14

#12[Charge for Premium Taxes: We also deduct a charge for Premium Taxes, if applicable. On any amount under the Contract that is subject to Premium Tax, a charge in the amount of the tax will be deducted from Contributions when received or from the amount of a Surrender upon Surrender, or from the amount applied to effect an annuity at the time annuity payments commence.]

## #13[Fee Waiver

Notwithstanding anything to the contrary in the Contract, for any particular Contract Year, the Annual Maintenance Fee, Installation Fee or Program and Administrative Charge, or any portion thereof, may be reduced or waived by us in writing and shall not apply to this Contract during the stated period.]

HL-20329 [4]#14

## TABLE OF CONTENTS

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4	General Provisions	9
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7	Annuity Provisions	15
8	Contract Termination Provisions	16
	Endorsements ]	

HL-20329 [5]#14

#### **Section 1.0 Definitions**

**Accumulation Unit** – An accounting unit of measure we use to calculate Sub-Account values under this Contract before Annuity Payouts begin. We determine this value by using one of two methods, described in Section 6. You selected the method used when you purchased your Contract.

**Accumulation Period** – The period beginning on the Contract Effective Date and ending upon Surrender.

**Administrative Office** – Located at 1 Griffin Road North, Windsor, CT 06095-1512. Our mailing address is P.O. Box 1583, Hartford, CT 06144-1583 or, for overnight mail, 1 Griffin Road North, Windsor, CT, 06095-1512.

**Annuitant** – The individual whose life shall serve as the measuring life for purposes of Annuity Payouts under this Contract.

**Annuity Commencement Date** – The date we start to make Annuity Payouts with respect to a Participant or Beneficiary.

**Beneficiary** - The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to any additional rules set forth in the Plan. Unless otherwise provided by the Plan, if no Beneficiary is designated, the Participant's estate is the Beneficiary.

**Benefit Payment or Benefit** – Any amount to which a Participant or Beneficiary becomes entitled to under the terms of the Plan while the Contract is in effect. Amounts surrendered for transfer to the funding vehicle of another investment provider or on account of the termination of the Plan are not Benefit Payments.

**Code** - The Internal Revenue Code of 1986, as amended, including the Treasury Regulations and any other guidance thereunder, and any successor law.

Company, we, our or us - Hartford Life Insurance Company.

#15[Competing Fund – A fund with similar investment objectives, duration or market volatility to our General Account. Such funds shall include fixed accounts of annuity contracts or funding agreements, money market funds, short-term bond funds, short-term lifecycle funds, stable value funds, or any other fund with similar investment objectives, duration or market volatility. Such funds shall also include individual brokerage accounts and, if we are not the exclusive provider of funding for the Plan, all funds, annuity contracts or funding agreements of other providers.]

**Contract Owner or you** – The Employer or entity owning the Contract. The Contract Owner is named in the Contract Specifications.

HL-20329 [6]#14

#16[Contract Term – The Contract Term shall continue from Contract Year to Contract Year until terminated].

Contract Year – #17[A period of 12 months commencing with the Effective Date of this Contract and with any subsequent anniversary.]

**Contribution** – Any amount you pay to us for investment under the Contract.

**Distributee -** A Participant, a Participant's surviving spouse or the Participant's spouse or former spouse who is the alternative payee under a qualified domestic relations order with regard to the interest of the spouse or former spouse.

**Employer** – An employer maintaining the employee retirement benefit the Plan for its employees.

Funds - The underlying mutual funds or collective funds in which the Separate Account invests.

**General Account** – All of our assets other than those in the Separate Account, or in any other separate investment account we establish. The General Account is available to our creditors.

**Good Order** – Authorized instructions given to us in such form as we may require with such clarity and completeness that we are not required to exercise any discretion.

**Participant** – Any individual covered under the Plan.

**Plan** - The employee retirement benefit plan that is funded by this Contract.

**#12[Premium Tax -** The tax or amount of tax, if any, charged by a state or municipality on premiums or Contract value.]

**Separate Account(s)** - Account(s) we established to separate the assets funding the variable benefits for the class of contracts to which this Contract belongs from our other assets. The assets in the Separate Account are not chargeable with liabilities arising out of any other business we may conduct. The name of the Separate Account is shown in the Contract Specifications.

**Sub-Account** - The subdivisions of the Separate Account which are used to allocate your Contract value among the corresponding Funds.

**Surrender** – Any withdrawal of Contract values.

**Valuation Day or Valuation Date** - Every day the New York Stock Exchange is open for trading. The value of a Separate Account is determined as of the close of the New York Stock Exchange (generally 4:00 p.m. Eastern Time) on such days.

HL-20329 [7]#14

**Valuation Period** - The period between close of trading on the New York Stock Exchange from one Valuation Day to the next.

#### **Section 2.0 Contribution Provisions**

- **2.1 Contributions:** You agree to send Plan Contributions to us by a method we deem acceptable.
- 2.2 Allocation/Investment of Contributions During the Accumulation Period: We agree to apply your Contributions to the General Account and/or to each Sub-Account under this Contract in accordance with your instructions when we receive them in Good Order. We apply the Net Contribution to the General Account and/or to each Sub-Account under this Contract. The term "Net Contribution" means the amount of your Contribution minus a charge for any applicable Premium Taxes that we determine are allocable to this Contract. The minimum amount of any Contribution that you may allocate to any Sub-Account or the General Account is #18 [1%] of such Contribution, provided the dollar amount so allocated is not less than #18 [\$10.00.] No interest, earnings or losses shall be applied to a Contribution until allocated.

## 2.3 Transfer or Re-Allocation of Contract Values within the Contract:

- (a) You may transfer Contract values between the Sub-Accounts and between the Sub-Accounts and the General Account under this Contract, subject to the Surrenders and Transfers section of this Contract and any other restrictions, policies, and procedures we may otherwise establish relating to such transfers.
- **(b)** This Contract limits you to one financial transaction per Valuation Day which involves the movement of the same assets into or out of a particular Sub-Account.
- (c) As permitted by your Plan, and provided we receive instructions in Good Order, you may allocate or transfer Contract value between the Sub-Accounts during the Accumulation Period. However, we may establish, from time to time, restrictions, policies, and procedures relating to allocations or transfers between the Sub-Accounts, which we may modify or terminate at any time. We may, according to our then current policies and procedures, restrict or terminate allocation or transfer privileges if we determine, in our sole discretion, that you have engaged in a pattern of transfers that is disadvantageous or potentially harmful to other contract owners.

In addition, you agree that all purchase payments made to any Sub-Account, and all transfers of Contract value allocated to any Sub-Account, are subject to the policies and procedures established by the Sub-Account's underlying fund ("Fund") for the purpose of eliminating or reducing potentially harmful frequent or excessive trading in shares of the Fund ("Fund Policies"). Nothing in this Contract shall require us to honor any instructions to purchase Fund shares in violation of Fund Policies. If we are aware that a purchase or transfer instruction for any Sub-Account would violate Fund Policies, we will consider such instructions to be not in Good Order.

HL-20329 [8]#14

With respect to any Fund, you acknowledge and agree that we will provide certain Contract Owner information, including, but not limited to, taxpayer identification numbers and the amount and dates of purchases, redemptions, transfers and exchanges of Fund shares resulting from transactions in the Sub-Accounts, to a Fund as requested by the Fund, in accordance with Rule 22c-2 under the Investment Company Act of 1940, as amended. If the Plan engages in Sub-Account purchase or Sub-Account transfer activity that violates Fund Policies, you agree that the Company shall execute instructions from the Fund to restrict or prohibit additional purchase payments made to the Sub-Account for that Fund and transfers of Contract value to the Sub-Account for that Fund by the Plan, in accordance with instructions from the Fund.

- **2.4 No Transfer to Competing Funds:** This Contract does not allow transfers of Contract value directly between Competing Funds.
- #19 [2.5 Group Surrender Charge Offset: If the initial Contribution made to this Contract consists of a transfer of funds held by the Plan under an investment vehicle issued by another investment provider and, by reason of such transfer, the Plan has paid, or will pay, a surrender charge, market value adjustment or other discontinuance charge to such other carrier, we will reimburse the Plan for such charge or adjustment for an amount not to exceed#20 [7.00%] of transferred assets (hereinafter the "Group Surrender Charge Offset") as a benefit under this Contract. The Group Surrender Charge Offset will be credited to the Contract. You agree to provide us with allocation instructions in Good Order for proper allocation of the Group Surrender Charge Offset under the Contract.]

#### **Section 3.0 Contract Control Provisions**

- **3.1** Contract Owner: You may exercise all the rights, privileges and options granted by this Contract or permitted by us and to agree with us to any amendment to the Contract. Rights, privileges and options granted by this Contract are granted to you as Contract Owner. You shall exercise this power in a manner consistent with the Plan adopted by you or the Employer for the exclusive benefit of Participants and Beneficiaries.
- **3.2 Assignment:** This Contract is nontransferable and cannot be sold, assigned, or pledged as security, for a loan or for any other purpose to any person other than us, except with our consent and as permitted under the Code, other applicable law, and this Contract. Your interest in this Contract as Contract Owner may be assigned only if we agree. You agree to give us such information as we reasonably request concerning any such proposed assignment. We assume no responsibility for the validity of any assignment.
- **3.3 Incontestability:** We cannot cancel this Contract because of any error of fact on the application at any time after two years from the Effective Date.

#### **Section 4.0 General Provisions**

**4.1 The Contract:** This Contract, the application for the Contract, and any endorsements or riders, constitute the entire Contract. All statements in the application shall, in the absence of

HL-20329 [9]#14

fraud, be deemed representations and not warranties. No statement shall void this Contract or be used in defense of a claim under it unless contained in the application. Contract Years are measured from the Contract Effective Date.

- **4.2 Contract Modification:** This Contract may be modified at any time by written agreement between you and us. In addition, we may modify this Contract at any time to comply with applicable law. No modification may operate in a manner inconsistent with this Section and no modification will reduce the amount or change the terms of any annuities begun prior to the effective date of the modification, unless required by applicable laws. Any modification of this Contract requires the signature of our President, a Vice President, an Assistant Vice President or Secretary.
- **4.3 Non-Participating:** This Contract does not share in our surplus earnings.
- **4.4. Segregated Asset Account:** That portion of the Separate Account assets equal to the reserves and other Contract liabilities are not chargeable with liabilities arising out of any other business we may conduct.
- **4.5 Communications and Notices:** Unless otherwise agreed to by the Contract Owner and The Hartford, all written communications and notices shall be sent by first class mail, postage pre-paid:

To The Hartford: Hartford Life Insurance Company Retirement Plans Group 1 Griffin Road, North Windsor, CT 06095-1512

To the Contract Owner, at its principal place of business.

- **4.6 Changes to the Funds and Separate Account:** Where permitted by applicable law, we may:
- (a) add new Funds to the Separate Account as new Sub-Accounts;
- (b) make Sub-Accounts (including new Sub-Accounts) available to such classes of Contracts as we may determine;
- (c) cease to offer any Sub-Account (including closing a Sub-Account to new Contributions and transfers of Contract value) as necessary to respond to changes in applicable law, or any Fundinitiated changes, events or activity, including, but not limited to, Fund mergers, Fund liquidations, Fund closures or other Fund-initiated activity; and
- (d) combine separate accounts, including the Separate Account.

We will send Contract Owners any required notice of an applicable change to the Separate Account or a Fund's availability.

HL-20329 [10]#14

- **4.7 Overpayments/Underpayments:** Any underpayments by us shall be made up immediately and any overpayments are first charged against future amounts payable until fully recovered.
- **4.8 Reports to the Contract Owner:** If required by applicable law, we send you copies of any shareholder reports of the Funds and of any other notices or documents required by law to be sent to you. At least annually, we send you a statement of the Contract value.
- **4.9 Voting Rights:** We notify you of any Fund shareholders' meetings at which the Fund shares held for your account may be voted. We send proxy materials and instructions for you to instruct us to vote the Fund shares held for your account. We arrange for the handling and tallying of proxies received from Contract Owners. If you desire to attend a meeting at which your shares are entitled to be voted, you may request that we furnish to you a proxy or otherwise arrange for you to exercise your vote. We vote the Fund shares held by us in accordance with the instructions received from Contract Owners. You may attend any meeting, where shares held for your benefit are voted.

If you give no instructions or leave the manner of voting discretionary, we will not vote Funds held for your account under this Contract.

#39[4.[10]#14 Experience Credits and Other Offsets: We may determine certain experience credits or other offsets under this Contract based on Plan investments, administration, mortality, asset size, participation or other factors. Such credits or offsets may be applied, either prospectively or retrospectively, #21 [as a reduction in the deduction for the Program and Administrative Charge, a reduction in the amount of the Annual Maintenance Fee, a reduction in the term or amount of any applicable Contingent Deferred Sales Charges, an increase in the rate of interest credited under the Contract, as authorized Payments for Plan Related Expenses, for reduction of other Contract fees, or for any combination of the foregoing]. We may apply and allocate experience credits or other offsets in such manner as we deem appropriate for the class of contracts to which this Contract belongs within the state of issue. Any such credit or offset will be computed for the contracts of the same class in accordance with our administrative practice consistently applied. Experience Credits or Other Offsets may be discontinued in the event of a change in applicable factors.]

**4.[11]** #14Payments for Plan Related Expenses: If you give us direction in Good Order, and we agree, we may deduct amounts held under this Contract to pay certain administrative expenses or other Plan related expenses including, but not limited to, fees to consultants, auditors, counsel, Hartford Life Insurance Company, or its affiliates, and any other Plan service providers. We call these payments "Payments for Plan Related Expenses". Such amounts are deducted under this Contract pursuant to your instructions in Good Order and paid to you or paid as you direct. We are under no obligation to determine whether payments for Plan related expenses are permissible under the Plan or applicable law. If we agree, amounts to be deducted pursuant to this Section may be included as an adjustment to the Program and Administrative

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Charge deducted from the Sub-Accounts. We do not assess a Contingent Deferred Sales Charge on Payments for Plan Related Expenses.

- **4.[12] #14Nonwaiver:** We may, in our sole discretion, elect not to exercise a right or reservation specified in this Contract. Such election shall not constitute a waiver of the right to exercise such right or reservation at any subsequent time, nor shall it constitute a waiver of any other provisions of the Contract.
- **4.[13] #14Certificates:** We will issue certificates to Participants if required by applicable law. We will issue for delivery to each person to whom annuity benefits are being paid pursuant to the terms of this Contract, a Certificate setting forth a statement in substance of the benefits to which such person is entitled under such Certificate.
- **4.[14] #14Misstatements:** If the age of an annuitant, the amount of premium or any other material fact has been misstated, or in the event of clerical error, the annuity payable by the Company shall be that provided by values under this Contract allocated to affect such annuity on the basis of the corrected information, without changing the date of the first payment of such annuity.

The amount of any underpayments or overpayments, with interest at a rate of 3% per annum, shall be credited to, or charged against, the current or next succeeding payment or payments to be made by the Company.

- **4.[15] #14 Governing Law:** This Contract will be governed and construed in accordance with the laws of the state of issuance and any applicable federal laws.
- **4.[16]** #14 Plan Changes: The Contract Owner will furnish the Company a copy of the Plan, which is funded by this Contract. While this Contract remains in-force, the Contract Owner will also furnish a copy of each amendment to such Plan. The terms of the Plan in effect on the Effective Date of this Contract apply to this Contract. Plan amendments received by the Company will also apply to this Contract unless the Company notifies the Contract owner otherwise within #9 [ninety (90) days] following its receipt of the Plan amendment.

## 4.[17] #14 Information from the Contract Owner

You, including your agents and administrators, agree to provide the Company the information we need to administer this Contract. We are not responsible to perform under this Contract until we receive, in satisfactory form, the information necessary to do so.

## Section 5.0 Surrenders and Transfers

**Surrenders:** You may request a Surrender of Contract values at any time. We agree to pay Surrenders from the Contract upon your request in Good Order, subject to any limitations and charges set forth in the Contract. A full Surrender of all Contract values under this Contract will be paid as provided in the Contract Termination Section of this Contract.

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- **5.2 Partial Surrenders:** You may request a partial Surrender of Contract values at any time prior to Contract Termination. We will deduct any applicable Contingent Deferred Sales Charge. We waive the Contingent Deferred Sales Charge for Benefit Payments and for Payments for Plan Related Expenses. Partial Surrenders may be paid in a single sum or in installment payments for a designated period. The frequency of payments and length of the designated period are determined by mutual agreement. We may also agree to other payment options not prohibited by the Plan.
- **5.3 General Account Transfer and Surrender Limitations:** This Contract does not allow transfers and Surrenders of General Account values prior to Contract Termination if the amount of any transfer or Surrender from the General Account in any Contract Year exceeds #22 [1/6<sup>th</sup>] of the General Account values under the Contract as of the end of the preceding Contract Year, unless we consent to the transfer or Surrender. This restriction does not apply to Benefit Payments.
- **5.4 Payment of Separate Account Surrender Value:** We pay any request for Surrender of Contract values in the Sub-Accounts within seven days after we receive your request in Good Order. However, we may postpone payment:
- (a) when the New York Stock Exchange is closed, or trading on the New York Stock Exchange is restricted;
- (b) when an emergency exists and as a result of which (1) disposal of the securities held in the Sub-Accounts is not reasonably practicable, or (2) it is not reasonably practicable for the value of the net assets of the Separate Account to be fairly determined; or
- (c) when the Securities and Exchange Commission may, by order, permit for the protection of Contract Owners. The conditions under which trading will be deemed to be restricted or an emergency is deemed to exist is determined by rules and regulations of the Securities and Exchange Commission.

#### **Section 6.0 Valuation Provisions**

- **6.1 Net Contributions:** The Net Contribution is equal to your Contribution minus any applicable taxes that we determine are allocable to this Contract. We apply the Net Contribution to the General Account or to purchase Accumulation Units in the Sub-Accounts that you have selected.
- **6.2 General Account Values:** We determine your General Account values by crediting interest to amounts allocated to the General Account under your Contract. The provisions of this Contract for crediting interest are shown in the Contract Specifications.
- **6.3 Sub-Account Values:** Sub-Account values are determined by multiplying the number of Accumulation Units by the Accumulation Unit Value.
- (a) Number of Accumulation Units: We determine the number of Accumulation Units credited to each Sub-Account by dividing the Net Contribution allocated to a Sub-Account

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by the dollar value of one Accumulation Unit for the Sub-Account. The number of Accumulation Units is not affected by any subsequent change in the value of such Accumulation Units.

- (b) Accumulation Unit Value: We determine Accumulation Unit values by taking the Accumulation Unit value for the prior Valuation Day and multiplying it by the "Net Investment Factor" for the current Valuation Day. The Net Investment Factor is used to measure the investment performance of a Sub-Account from one Valuation Day to the next. The Accumulation Unit value in any Sub-Account may increase or decrease from day to day based on the Net Investment Factor.
- **6.4 Net Investment Factor:** This Contract provides for two methods for determining the Net Investment Factor. You chose the method that we use when you purchased the Contract.

## (a) Method One

The Net Investment Factor for each Sub-Account equals:

- (1) the net asset value per share plus applicable distributions per share of the corresponding Fund at the end of the current Valuation Day; divided by
- (2) the net asset value per share of the corresponding Fund at the end of the prior Valuation Day; multiplied by
- (3) the daily expense factor for the Program and Administrative Charge and any other applicable charges adjusted for the number of days in the period.

If you select Method One, we deduct the Program and Administrative Charge, and any other applicable charges, when Accumulation Unit values are determined each Valuation Day.

#### (b) Method Two

The Net Investment Factor for each Sub-Account equals:

- (1) the net asset value per share of the corresponding Fund at the end of the current Valuation Day; divided by
- (2) the net asset value per share of the corresponding Fund at the end of the prior Valuation Day.

Under Method Two, the value of any applicable Fund distributions per share creates additional Accumulation Units. If you select Method Two, we deduct the Program and Administrative Charge, and any other applicable charges, each calendar quarter by redeeming Accumulation Units in proportion to the amount of the charges. We assess the charges as a percentage of the average daily assets of the Sub-Accounts during the quarter.

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## **Section 7.0** Annuity Provisions

**7.1 Election of Annuity Options:** To the extent permitted under the Plan, you may elect on behalf of a Participant or Beneficiary, any of the Annuity Payout Options described below or any other Annuity Payout Option being offered by us at the time of annuitization. You direct us to provide fixed dollar annuity payments. The election of an Annuity Payout Option is irrevocable and may not be surrendered after the Annuity Commencement Date.

Election of any of these options must be made in Good Order to us at least 30 days prior to the date such election is to become effective.

- **7.2 Annuity Benefit:** If you make an Annuity Payout Option election, you must authorize us to make a withdrawal from the Contract Value, in an amount specified by us, to purchase the Annuity Payout Option you have elected. We will apply the amount withdrawn, less a charge for any applicable Premium Taxes or purchase fees, to purchase monthly income payments according to the Annuity Payout Option you have elected.
- **7.3 Date of Payment:** The first annuity payment under any Annuity Payout Option shall be the date that you request and we approve.
- **7.4 Annuity Payout Options:** The election of an Annuity Payout Option may not result in a payment less than #23 [\$20.00]. If, at any time, annuity payments are to become less than #23 [\$20.00], we may change the frequency of payment to intervals that will result in payments of at least #23 [\$20.00]. The types of Annuity Payout Options are:
- (a) #24[FIRST OPTION Life Annuity An annuity payable monthly during the lifetime of the Annuitant, ceasing with the last payment due prior to the death of the Annuitant.
- **(b) SECOND OPTION** Life Annuity with 120, 180, or 240 Monthly payments Certain- An annuity providing monthly income to the Annuitant for a fixed period of 120 months, 180 months, or 240 months (as selected), and for as long thereafter as the Annuitant shall live.
- (c) **THIRD OPTION** Cash Refund Life Annuity An annuity payable monthly during the lifetime of the Annuitant, ceasing with the last payment due prior to the death of the Annuitant provided that, at the death of the Annuitant, the Beneficiary may receive payments as provided in the Certificate.
- (d) **FOURTH OPTION** Joint and Last Survivor Life Annuity An annuity payable monthly during the joint lifetime of the Annuitant and a secondary payee, and thereafter during the remaining lifetime of the survivor, ceasing with the last payment prior to the death of the survivor.
- **(e) FIFTH OPTION** Payments for a Designated Period An amount payable monthly for the number of years selected which may be from 5 to 30 years.

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(f) Any other payment options mutually agreed upon by us and the Contract Owner.]

#25[Under any of the Annuity Payout Options above, no surrenders are permitted once payments commence. Surrenders out of the Fifth Option will be subject to any applicable Contingent Deferred Sales Charge.]

**7.5 Annuity Rates:** The first annuity payment shall be based on rates derived from the #26[Annuity 2000 mortality table with 1 year age setback for each 7 years that have passed since 2000 with an assumed interest rate of 3% ]. The Annuity Rate is the rate stated in the Contract Specifications section.

#### **Section 8.0 Contract Termination Provisions**

#### **8.1** Notice and Date of Termination:

- (a) You may terminate this Contract at any time by giving us written notice. The "**Date of Termination**" is the later of: (i) the Valuation Day we receive your notice of termination in Good Order; or (ii) the date specified in such notice (or next following Valuation Day if the date so specified is not a Valuation Day).
- (b) We may give you written notice that this Contract is deemed terminated if;
- (i) the Plan or Plan trust fails to maintain its tax qualified or exempt status under the Code;
- (ii) if you fail to provide us information necessary for us to perform the Contract and you fail to remedy the failure within #27[31] days from the date we notify you;
- (iii) if the Plan trust is amended in a way that adversely affects our obligations under this Contract:
- (iv) all contracts in this class of business are amended, changed or altered due to changes in any applicable laws and we determine that our obligations under this Contract or ability to maintain this class of business are thereby materially affected;
- (v) the assets held under the Contract are less than the amount required for the Contract to be a group annuity under applicable insurance law;
- (vi) you change such that you are no longer considered to be an entity which is authorized or eligible to sponsor this Contract;
- (vii) no Contributions are made to us during any consecutive #28 [12] month period;
- (viii) the stated Contract term, if any, is over; or
- (ix) if at any time the Contributions or balances are less than the amount required for this class of business under our underwriting standards in effect as of the Contract Effective Date.

If we give you notice of termination under this Section the notice will specify a **Date of Termination** that is at least #9 [ninety (90) days] from the date of the notice. If the reason for the notice is corrected within those #9 [ninety (90) days], we will retract the notice of

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termination. The Net Surrender Value, if any, of Contracts terminated under this Section will be paid out in accordance with the Contract Termination Provisions.

- **8.2 Effect of Contract Termination:** On and after the Date of Termination, no Contributions may be made. As of the Date of Termination, we reduce all Contract values in the following order by:
- (a)#29 [charge for any applicable Premium Taxes not previously deducted;
- (b) the Annual Maintenance Fee as shown in the Contract Specifications;
- (c) any applicable Contingent Deferred Sales Charge as shown in the Contract Specifications;
- (d) any other accrued and unpaid fees or charges under the Contract; ]

We call the resulting Account Value the "**Net Surrender Value**". We pay the Net Surrender Value to the successor insurance company, trustee or custodian specified by the Contract Owner under these Contract Termination Provisions.

- **8.3** Payment of Separate Account Values after Contract Termination: We pay the portion of your Net Surrender Value in the Separate Account within seven days after the Date of Termination, unless payment is deferred under the Payment of Separate Account Surrender Value section of the Contract, or unless otherwise agreed to by you and us.
- **8.4** Payment of General Account Values after Contract Termination: You must elect to have us pay the portion of your Net Surrender Value in the General Account under #30 [either the (a) Book Value Installment Alternative, or (b) the Market Value Adjustment Lump Sum Alternative. Your election must be received by us in Good Order. If you fail to make an election in Good Order, we pay the Net Surrender Value under the Book Value Installment Alternative Alternative].
- #29 [(a) Book Value Installment Alternative: We pay the Net Surrender Value in #31[six (6)] equal installments, plus interest, annually over a period of #32 [five (5)] years. We pay the first installment within #33 [thirty (30)] days after the Date of Termination. We pay the remaining #32 [five] installments, plus interest, on each anniversary of the Date of Termination. This Alternative does not allow any transfers or Surrenders, including transfers for Benefit Payments. The #31 [six (6)] installments are the only payments we make.

We credit the Net Surrender Value with interest at a rate of interest that will not be less than the Minimum Guaranteed Interest Rate per annum beginning on the Date of Termination.]

**#2, #29[(b)** Market Value Adjustment Lump Sum Alternative: If you elect this Alternative, we will pay the discounted present value of the Book Value Installment Alternative described above in a single lump sum payment. We may defer payment for a period that is not longer than **#33** [thirty 30] days from the date you elect this Alternative in Good Order.

This single lump sum payment will be equal to the greater of:

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- (1) The present value of each of the installment payments discounted back to the Date of Termination at a rate equal to the annualized yield on the #34[U.S. Treasury Strip] #35[ plus 75 basis points,] or
- (2) #36[90%] of all Contributions to the Contract less all transfers and Surrenders from the Contract accrued at a rate of interest that will not be less than the Minimum Guaranteed Interest Rate, less a charge for any applicable premium taxes and applicable Contingent Deferred Sales Charges.

However, the single lump sum will not exceed the Net Surrender Value.

#37[As used in this Section, "U.S. Treasury Strip" means an instrument reflecting stripped coupon interest issued on U.S. Treasury obligations. If no such instrument is available, then we will select a comparable substitute.]

#38[Also, for purposes of this Section, the applicable annualized yield is the yield in the U.S. Treasury Strip with a maturity date that is closest to the date on which such installment payment is due as published on the date next following the Date of Termination. We will select the source of such published rate.]

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HARTFORD LIFE INSURANCE COMPANY 1 Griffin Road, North WINDSOR, CONNECTICUT 06095-1512

**Group Variable Annuity Contract** 

## **Nonparticipating**

ALL PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT WHEN BASED ON INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT. #2 [THIS CONTRACT CONTAINS A MARKET VALUE ADJUSTMENT FORMULA. APPLICATION OF THE FORMULA MAY RESULT IN A DOWNWARD ADJUSTMENT IN CASH SURRENDER BENEFITS.]

HL-20329 [19]#14

Company Tracking Number: IPD HL-20329

TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium

Product Name: Group Variable Annuity Contract

Project Name/Number: Defined Benefit Contract/HL-20329

# **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Certification for Regulation 19 and

Regulation 6

**Comments:** 

Attached is the Certification of Compliance for Regulation 19s10B and Regulation 6

Attachment:

Certification\_Arkansas.pdf

Item Status: Status

Date:

Bypassed - Item: Flesch Certification

**Bypass Reason:** The requirements do not apply to this form, therefore it is exempt from readaiblity requirements.

**Comments:** 

Item Status: Status

Date:

Satisfied - Item: Application

Comments:

Previously approved application to be used with this policy. Approved October 29, 2008, Serff # HARL-125874672.

Attachment:

HL-20322 AR Application for 403 b .HETE.pdf

Item Status: Status

Date:

Satisfied - Item: Variable Material

Comments:

Variable Material

**Attachment:** 

Variable Material HL-20329.pdf

## Certification

## **Group Annuity Cont HL-20329**

As required per Rule 19s10B of the State of Arkansas, I, Henry N. Collie, certify that to the best of my knowledge and judgment that the filing is in compliance with Rule 19 and Regulation 6. As a foreign company domiciled in the state of Connecticut, as per Rule 6 section 8 for Foreign Companies, the laws of the state of CT provides a degree of protection to the public which is substantially equal to that provided by the Arkansas regulations.

Henry N. Collie, FSA, MAAA

HNCShe\_

Director & Associate Actuary, Retirement Plans Group

Hartford Life Insurance Company

June 8, 2009



# MASTER APPLICATION FOR GROUP VARIABLE ANNUITY CONTRACT

Hartford Life Insurance Company 1 Griffin Road, North Windsor, CT 06095-1512

1. Application-Contract Owner:

Application is hereby made for a Group Variable Annuity Contract (the "Contract"):

	AB	C Entity			
	123	Main Street			
	Street or P.O. Box Anytown	CT		06111	
	City	State		Zip Code	
2.	Nature of Applicant's Business:	ospital			
3.	Nature of Applicant's Business:  Jar Requested Effective Date of Contract:	nuary 1, 2009			
4.	The Contract Owner has elected (choose a rededuction of the Program and Administrative Factor under the Contract.				tment
the are	is understood that all payments and values a Applicant-Contract Owner and when base wariable and not guaranteed as to fixed do by person who knowingly presents a false of owingly presents a false of owingly presents false information in an approximation in an approximation.	ed on the investn ollar amount. r fraudulent clain	nent e	experience of a Separate Ac payment of a loss or benefi	
sul	bject to fines and confinement in prison.				
	123 Main Street, Anytown, CT			1 <sup>st</sup> January, 2009	
Da	ted at		_this	day of	ay be
Da					ay be
		For_		day ofABC Entity	ay be

# Variable Material Group Variable Annuity Contract HL-20329

<u>Page</u>	Variable Item	<u>Description</u>
1	1	This variable item allows for future changes in Officer signatures.
1, 18, 19	2	This variable item will only be included as shown if the Contract is sold with a market value adjustment lump sum alternative or omitted, if not.
2	3	These variable items are illustrative and will be client specific.
2	4	This variable item will appear as shown or as otherwise elected in Application Form HL-20322.
2	5	This variable item will appear as shown or be revised to reflect a different minimum guarantee rate which will never be less than your state's current standard non-forfeiture law.
2	6	This variable item will appear as shown or may be revised to reflect the addition or deletion of another Separate Account.
2	7	This variable item will appear as shown, be omitted or will be revised to reflect an amount that will never exceed \$5000.00.
3	8	This variable item will appear as shown or be revised to reflect a different method of deduction, or a different charge, but will never be revised to exceed a charge of greater than 2.00%.
3,12,16,17,18	9	This variable item will appear as shown, but may be revised to reflect a period of not less than 90 days.
3	10	This variable item will appear as shown or may be omitted. The percentages and years reflected therein may vary to reflect the schedule agreed upon between Hartford Life and the Contract Owner at the point of sale. Any schedule agreed to will never exceed (either in years or percentages) the schedule shown.
3	11	This variable item may appear as shown if the Contingent Deferred Sales Charges are waived. This variable item may be revised to be waived for a certain time period; revised to reflect the waiver in accordance with the terms of the sale or omitted.
4, 7	12	This variable item will appear as shown or may be omitted if a state does not assess premium taxes.
4	13	This variable item may appear as shown, be omitted, or revised based upon the terms of the sale.
1 through 19	14	This variable item may be changed to reflect the appropriate section or page number.

<u>Page</u>	Variable Item	<u>Description</u>
6	15	This variable item will be included as shown; revised to add or delete terms appropriate to the Plan or the terms of the sale; or revised in accordance with changes to the Company's underwriting rules, to meet the needs of a specific Contract Owner, or omitted in accordance with the terms of the sale.
7	16	This variable item will appear as shown, be revised in accordance with the terms of the sale, or omitted.
7	17	This variable item will appear as shown or may be replaced with the following:
		"A 12 month calendar year, except that the first Contract Year shall commence on the Contract Effective Date and end on the following December 31."
8	18	This variable item will appear as shown, or may be revised in the event that the Company can accommodate fractional allocations of less than 1% or a dollar amount less than \$10.00.
9	19	This variable item will be included as shown, revised to reflect an ending date or, may be omitted with the terms of the sale."
9	20	This variable item will have a range from 0.00% to 7.00% and will be applied in a uniform and consistent manner to all Contracts within the same class of business.
11	21	This variable item will appear as shown, be omitted or may be revised in accordance with the Company's underwriting rules.
13	22	This variable item will appear as shown or be replaced with a maximum of $1/5^{\rm th}$ or 20%.
15	23	This variable item will appear as shown or revised to reflect an amount that will never exceed \$30.00.
15	24	This variable item will appear as shown or maybe revised to add or delete options.
16	25	This variable item will appear as shown or be revised or omitted, in accordance with the terms of the sale and the company's underwriting guidelines.
16	26	This variable item will appear as shown or maybe revised to reflect an alternative mortality table or interest rate.
16	27	This variable item may appear as shown with a range between 31-120 days.
16	28	This variable item will appear as shown, or may be revised a range from 6 -24 months.

<u>Page</u>	<u>Variable Item</u>	<u>Description</u>
17	29	This variable item will appear as shown or be revised or omitted in accordance with the terms of the sale.
17	30	This variable item may reflect the payment method(s) available to, or elected by the Contract Owner.
17	31	This variable item will appear as shown or; may be revised with a range from 1-6.
17	32	This variable item will appear as shown or, may be revised with a range from 1-5.
17	33	This variable item may appear as shown with a range between 30-120 days.
18	34	This variable item will be included as shown, or be revised to show one of the following:  • Salomon Brothers Weekly Index of Long Term Public Utilities rated Aa  • Salomon Brothers Weekly Index of Current Coupon 30 year Federal National Mortgage Association Securities  • The annualized mid-market five-yr swap rate  • Merrill Lynch Corporate 1-10 yr index  • Credit/ABS/CMBS portion of the Lehman/Barclays Agg index  • Lehman/Barclays U.S. Credit Corporate Intermediates index  • Composite of Lehman/Barclays indices as follows:  • 39% U.S. Credit Investment Grade Industrial Intermediates  • 12% U.S. Credit Investment Grade Financial Intermediates  • 13% U.S. Credit Investment Grade Utility Intermediates  • 6% U.S. ABS  • 17% CMBS  • 10% U.S. MBS Agency Fixed Rate  • 3% U.S. Corporate High Yield Intermediate
18	35	This variable item will be included as shown, or may be deleted, or may be revised to read as "plus the option-adjusted spread on the", followed by specific mention of one of the solid-bulleted items from variable item #34 above.
18	36	This variable item will appear as shown or revised to a percentage that is not greater than 100%.
18	37	This variable item will appear as shown or if U.S. Treasury Strip is not selected in #34, revised to read as "If any index referenced above becomes unavailable, then we will select a comparable substitute."
18	38	This variable item will appear as shown or be omitted if U.S. Treasury Strip is not selected in #34.

<u>Page</u>	<u>Variable Item</u>	Description
11	39	This variable item will appear as shown if the Contract is sold for use with an existing Plan or omitted if the Contract is sold for use with a new Plan.